

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
AMENDED CIVIL MINUTES**

Case Title: Tulare Local
Healthcare District

Case No.: 17-13797 - B - 9

Docket Control No. WJH-6

Date: 08/29/2019

Time: 9:30 AM

Matter: [1556] - Motion/Application for Adequate Protection [WJH-6] Filed by Debtor Tulare Local Healthcare District (wmim) [1556] - Motion/Application to Borrow [WJH-6] Filed by Debtor Tulare Local Healthcare District (wmim) [1556] - Motion/Application to Give Security [WJH-6] Filed by Debtor Tulare Local Healthcare District (wmim)

Judge: René Lastreto II
Courtroom Deputy: Debbie Chavez
Reporter: Not Recorded
Department: B

APPEARANCES for:

Movant(s):

None

Respondent(s):

None

AMENDED CIVIL MINUTES

Motion Granted, Resolved without Oral Argument

The Moving Party shall submit a proposed order in conformance with the ruling below.

The motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d

592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest were entered and the matter was resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Systems, Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

The motion was GRANTED. Debtor is authorized, but not required, to borrow up to \$178,050.00 from FIRST Insurance Funding ("First") and to grant to FIRST the security interests described in the motion and to provide the adequate protection described in the motion.